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Attorney for Defendant:
THRUST IV INVESTMENTS LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ANDI MILLARD,
Plaintiff,

CASE NO. C06-3911 JW/ADR
Civil Rights

v.

**CONSENT DECREE AND PROPOSED
ORDER**

PASSAGE TO INDIA RESTAURANT;
TANEJA, INC.; THRUST IV
INVESTMENTS, LLC; and DOES 1-
25, Inclusive,

Defendants.

CONSENT DECREE AND ORDER

1. Plaintiff ANDI MILLARD filed a Complaint in this action on June 23, 2006, to enforce provisions of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 *et seq.*, and California civil rights laws against Defendants, PASSAGE TO INDIA RESTAURANT; TANEJA, INC.; THRUST IV INVESTMENTS, LLC; and DOES 1-25, Inclusive. Plaintiff has alleged that Defendants violated Title III of the ADA and sections 51, 52, 54.1, and 55 of the California Civil Code, and sections 19955 *et seq.*, of the California Health and Safety Code by failing to provide full and equal access to their facilities at the Passage to India Restaurant located at 1991 W. El Camino Real, Mountain View, California, when plaintiff visited the subject facility on March 10, 2006.

2. Defendants PASSAGE TO INDIA RESTAURANT; TANEJA, INC.; THRUST IV INVESTMENTS, LLC ("Defendants") deny the allegations in the Complaint and by entering into this Consent Decree and Order do not admit liability to any of the allegations in Plaintiff's Complaint filed in this action. The parties hereby enter into this Consent Decree and Order for the purpose of resolving this lawsuit without the need for protracted litigation, and without the admission of any liability.

JURISDICTION:

3. The parties to this Consent Decree agree that the Court has jurisdiction of this matter pursuant to 28 USC §1331 for violations of the Americans with Disabilities Act of 1990, 42 USC 12101 *et seq.* and pursuant to supplemental jurisdiction for violations of California Health & Safety Code §19955 *et seq.*, including §19959; Title 24 California Code of Regulations; and California Civil Code §§51; 52; 54; 54.1; §54.3; and 55.

4. In order to avoid the costs, expense, and uncertainty of protracted litigation, the parties to this Consent Decree agree to entry of this Order to resolve all claims regarding injunctive relief raised in the Complaint filed with this Court. Accordingly, they agree to the entry of this Order without trial or further adjudication of any issues of fact or law concerning plaintiff's claims for injunctive relief.

WHEREFORE, the parties to this Consent Decree hereby agree and stipulate to the Court's entry of this Consent Decree and Order, which provides as follows:

SETTLEMENT OF INJUNCTIVE RELIEF:

5. This Order shall be a full, complete, and final disposition and settlement of Plaintiff's claims against Defendants for injunctive relief that have arisen out of the subject Complaint. The parties agree that there has been no admission or finding of liability or violation of the ADA and/or California civil rights laws, and this Consent Decree and Order should not be construed as such.

6. The parties agree and stipulate that the corrective work will be performed in compliance with the standards and specifications for disabled access as set forth in the California Code of Regulations, Title 24-2 and Americans with Disabilities Act Accessibility Guidelines, unless other standards are specifically agreed to in this Consent Decree and Order:

a) Remedial Measures: The injunctive relief agreed upon by the Parties is attached as **Attachment A** to this Consent Decree, the access report by plaintiff's consultant Jonathan Adler, which is incorporated herein by reference as if fully set forth in this document. Defendants agree to undertake all remedial work (identified as "Recommendations") set forth in **Attachment A**.

b) Timing of Injunctive Relief: Defendants will submit plans for all corrective work to the appropriate building department within 30 days of entry of this Consent Decree and Order by the court, will commence work within 30 days of receiving approval from the building department, and will complete work within 30 days of commencement. For work not requiring building permits, the work will be completed within 30 days of entry of this Consent Decree and Order by the court. In the event that unforeseen difficulties prevent defendants from completing any of the agreed-upon injunctive relief, defendants or their counsel will notify plaintiff's counsel in writing within 30 days of discovering the delay. Defendants or their counsel will notify plaintiff's counsel when the corrective work is completed, and in any case will provide a status report no later than 120 days from the entry of this Consent Decree.

DAMAGES, ATTORNEY FEES, LITIGATION EXPENSES, AND COSTS:

7. The parties have not reached an agreement regarding plaintiff's claims for damages, attorney fees, litigation expenses and costs. These issues shall be the subject of further negotiation, litigation, and/or motions to the Court.

ENTIRE CONSENT ORDER:

8. This Consent Decree and Order and Attachment A to this Consent Decree, which is incorporated herein by reference as if fully set forth in this document, constitutes the entire agreement between the signing parties on the matters of injunctive relief, and no other statement, promise, or agreement, either written or oral, made by any of the parties or agents of any of the parties, that is not contained in this written Consent Decree and Order, shall be enforceable regarding the matters of injunctive relief described herein. This Consent Decree and Order applies to plaintiff's claims for injunctive relief only and does not resolve plaintiff's claims for damages, attorney fees, litigation expenses and costs, which shall be the subject of further negotiation and/or litigation.

CONSENT ORDER BINDING ON PARTIES AND SUCCESSORS IN INTEREST:

9. This Consent Decree and Order shall be binding on Plaintiff ANDI MILLARD, Defendants, PASSAGE TO INDIA RESTAURANT; TANEJA, INC.; THRUST IV INVESTMENTS, LLC; and any successors in interest. The parties have a duty to so notify all such successors in interest of the existence and terms of this Consent Decree and Order during the period of the Court's jurisdiction of this Consent Decree and Order.

**MUTUAL RELEASE AND WAIVER OF CIVIL CODE SECTION 1542 AS TO
INJUNCTIVE RELIEF ONLY:**

10. Each of the parties to this Consent Decree understands and agrees that there is a risk and possibility that, subsequent to the execution of this Consent Decree, any or all of them will incur, suffer, or experience some further loss or damage with respect to the Lawsuit which

are unknown or unanticipated at the time this Consent Decree is signed. Except for all obligations required in this Consent Decree, the parties intend that this Consent Decree apply to all such further loss with respect to the Lawsuit, except those caused by the parties subsequent to the execution of this Consent Decree. Therefore, except for all obligations required in this Consent Decree, this Consent Decree shall apply to and cover any and all claims, demands, actions and causes of action by the parties to this Consent Decree with respect to the Lawsuit, whether the same are known, unknown or hereafter discovered or ascertained, and the provisions of Section 1542 of the California Civil Code are hereby expressly waived. Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

This waiver applies to the injunctive relief aspects of this action only and does not include resolution of plaintiff's claims for damages, attorney fees, litigation expenses and costs.

11. Except for all obligations required in this Consent Decree, and exclusive of the referenced continuing claims for damages, statutory attorney fees, litigation expenses and costs, each of the parties to this Consent Decree, on behalf of each, their respective agents, representatives, predecessors, successors, heirs, partners and assigns, releases and forever discharges each other Party and all officers, directors, shareholders, subsidiaries, joint venturers, stockholders, partners, parent companies, employees, agents, attorneys, insurance carriers, heirs, predecessors, and representatives of each other Party, from all claims, demands, actions, and causes of action of whatever kind or nature, presently known or unknown, arising out of or in any way connected with the Lawsuit.


TERM OF THE CONSENT DECREE AND ORDER:

12. This Consent Decree and Order shall be in full force and effect for a period of twelve (12) months after the date of entry of this Consent Decree and Order, or until the

1 APPROVED AS TO FORM:

2
3 Dated: November 21, 2006

PAUL L. REIN
JULIE MCLEAN
LAW OFFICES OF PAUL L. REIN


Attorneys for Plaintiff
ANDI MILLARD

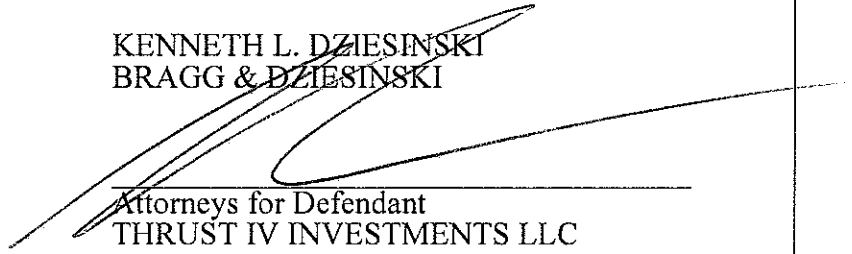
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6
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8
9 Dated: November __, 2006

ANTOINETTE GARY MILLS
AGM LAW OFFICES

10
11
12 Attorneys for Defendants
PASSAGE TO INDIA RESTAURANT;
TANEJA, INC.

13
14
15 Dated: November 20, 2006

KENNETH L. DZIESINSKI
BRAGG & DZIESINSKI


Attorneys for Defendant
THRUST IV INVESTMENTS LLC

16
17
18
19
20
21 **ORDER**

22 Pursuant to stipulation, and for good cause shown, **IT IS SO ORDERED.**

23
24 Dated: _____

25
26
27 HON. JAMES WARE
U.S. DISTRICT JUDGE

28
Consent Decree and Order: Case No. C06-
3911 JW/ADR

injunctive relief contemplated by this Order is completed, whichever occurs later. The Court shall retain jurisdiction of this action to enforce provisions of this Order for twelve (12) months after the date of this Consent Decree, or until the injunctive relief contemplated by this Order is completed, whichever occurs later.

SEVERABILITY:

13. If any term of this Consent Decree and Order is determined by any court to be unenforceable, the other terms of this Consent Decree and Order shall nonetheless remain in full force and effect.

SIGNATORIES BIND PARTIES:

14. Signatories on the behalf of the parties represent that they are authorized to bind the parties to this Consent Decree and Order. This Consent Decree and Order may be signed in counterparts and a facsimile signature shall have the same force and effect as an original signature.

Dated: November 30, 2006


Plaintiff ANDI MILLARD

Dated: November __, 2006

Defendant TANEJA, INC.

Dated: November 15, 2006


Defendant THRUST IV INVESTMENTS, LLC

1 injunctive relief contemplated by this Order is completed, whichever occurs later. The Court
2 shall retain jurisdiction of this action to enforce provisions of this Order for twelve (12) months
3 after the date of this Consent Decree, or until the injunctive relief contemplated by this Order is
4 completed, whichever occurs later.

5
6 **SEVERABILITY:**

7 13. If any term of this Consent Decree and Order is determined by any court to be
8 unenforceable, the other terms of this Consent Decree and Order shall nonetheless remain in
9 full force and effect.

10
11 **SIGNATORIES BIND PARTIES:**

12 14. Signatories on the behalf of the parties represent that they are authorized to bind
13 the parties to this Consent Decree and Order. This Consent Decree and Order may be signed in
14 counterparts and a facsimile signature shall have the same force and effect as an original
15 signature.

16
17 Dated: November __, 2006

18
19 _____
Plaintiff ANDI MILLARD

20
21 Dated: November __, 2006

22 _____
Defendant TANEJA, INC.

23
24 Dated: November 15, 2006

25
26 
Defendant THRUST IV INVESTMENTS, LLC

1 APPROVED AS TO FORM:

2
3 Dated: November __, 2006

PAUL L. REIN
JULIE MCLEAN
LAW OFFICES OF PAUL L. REIN

4
5
6 Attorneys for Plaintiff
ANDI MILLARD

7
8 *December*
9 Dated: *December* __, 2006

ANTOINETTE GARY MILLS
AGM LAW OFFICES

10
11 *Antoinette Gary Mills*
12 Attorneys for Defendants
13 PASSAGE TO INDIA RESTAURANT;
14 TANEJA, INC.

15 Dated: November __, 2006

KENNETH L. DZIESINSKI
BRAGG & DZIESINSKI

16
17 Attorneys for Defendant
18 THRUST IV INVESTMENTS LLC

19
20
21 ORDER

22 Pursuant to stipulation, and for good cause shown, IT IS SO ORDERED.

23
24 Dated: 2/12/2007

25
26 *James Ware*
27 HON. JAMES WARE
28 U.S. DISTRICT JUDGE

13. If any term of this Consent Decree and Order is determined by any court to be unenforceable, the other terms of this Consent Decree and Order shall nonetheless remain in full force and effect.

14. Signatories on the behalf of the parties represent that they are authorized to bind the parties to this Consent Decree and Order. This Consent Decree and Order may be signed in counterparts and a facsimile signature shall have the same force and effect as an original signature.

ATTACHMENT A TO CONSENT DECREE – MILLARD V. PASSAGE TO INDIA, CASE NO. C06-3911 JW/ADR

Passage to India
1991 W. El Camino Real – Mountain View, CA

DISABILITY ACCESS EVALUATION

Survey performed by: _____

Jonathan Adler, Principal
ACCESS COMPLIANCE SERVICES
ICBO Accessibility Inspector/Plans Examiner #0886919-21
CA Contractor Lic. #707965
(831) 429-4191

Inspection Date: 9/13/06

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I. Introduction

The following report provides an evaluation of Passage to India Restaurant regarding compliance with the state and federal requirements concerning accessibility for persons with disabilities. The findings are based on my physical site inspection that was conducted on 9/13/06. I verified my findings by observation and measurements, and by photographing various public facilities at the restaurant, including the parking, exterior routes, building entrance, dining and the public restrooms.

Under both state law (after July 1, 1970) and the federal ADA (after January 26, 1992) newly constructed or altered facilities are required to be accessible to people with disabilities. Furthermore, performing alterations triggers additional requirements to make other features accessible that may not be directly part of the planned alteration, including but not limited to: accessible parking, an accessible building entrance and a route to it, and the restrooms that serve the altered area. A comprehensive review of the construction history and building permit records of this facility has not occurred because at this time, defense counsel states that it does not intend to claim any defenses related to the applicable obligations that are created when construction is performed. At this time the obligation to improve accessibility at the facility is based on the ADA Title III obligation to remove architectural barriers to disability access when doing so is readily achievable, regardless of when the facility was built or if it has been remodeled. Should a later review reveal a history of construction or alterations performed since 1970, Access Compliance Services reserves the right to amend the findings contained in this report to expand the basis of obligations.

II. Basis For Identifying Inaccessible Features

- ANSI A117.1-1961 (1970 to 1981)
American National Standards Institute standards for accessibility, as applied to public accommodations in California pursuant to Govt. Code 4450 and H&S Code 19955

- CA Code of Regulations, Title-24 Part 2, Volume 1 (1982 to present)
The California Building Code as applies to public accommodations, pursuant to CA Health & Safety Code 19955

- The Americans with Disabilities Act Title III–28 CFR Part 36, Appendix A..... (1990 to present)
The Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities

III. Basis For Determining The Requirement To Correct Inaccessible Features

1. Violations: Architectural features that failed to meet the applicable state or federal regulations when they were originally constructed are required to be corrected. This applies to:

- a) Newly constructed facilities that were improperly built
- b) Alterations to existing facilities that were improperly built, with or without a permit.
- c) Path of Travel- Alterations in which an accessible path of travel was not properly provided to the altered area. Under California law since 1982, and under the ADA since 1992, the altered area was required to comply with disabled access standards in addition to another requirement that is also triggered, called path of travel.

Path of travel requires that the route to the altered area must be made accessible, which includes parking when it is provided, as well as exterior routes, an entrance, interior routes as needed, the restrooms that serve the altered area, and drinking fountains and telephones that serve the altered area. When the cost of providing the path of travel is an *unreasonable hardship*, that is it exceeds 20% of the project's total cost, the access improvements can be limited to that which can be accomplished for that amount (i.e. 20% of the total cost). However, under California law, the path of travel improvements on large projects cannot be capped based on an unreasonable hardship. A large project is one where the cost exceeds an annually adjusted index, or where a series of projects over a three-year period cost more than that threshold.

2. Architectural Barriers Under The ADA

Since 1990, the Americans with Disabilities Act, at section 42 USC 12182 (b)(2)(A)(iv) has required that features that do not meet the standards for access (ADAAG), are barriers and must be corrected. This obligation applies to existing facilities regardless of the age of the building or whether any construction or alterations have been done, although special allowances may apply to truly historic buildings. The extent to which the obligation applies is limited to tasks that are "readily achievable".

There is no formulaic definition of what meets the standard of "readily achievable". It is determined in part on the "overall financial resources" of the responsible parties. It is beyond the scope of this assignment to make such a determination.

ADA Title III Sec.36.201

(b) Landlord and tenant responsibilities. Both the landlord who owns the building that houses a place of public accommodation and the tenant who owns or operates the place of public accommodation are public accommodations subject to the requirements of this part. As between the parties, allocation of responsibility for complying with the obligations of this part may be determined by lease or other contract.

Under the ADA an access barrier is "readily achievable" if the removal is "easily accomplishable and able to be carried out without much difficulty or expense." Factors to be considered when determining whether removing a barrier is "readily achievable" are set out in the ADA §301 (9) [42 USC 12181], which states:

(9) READILY ACHIEVABLE- The term 'readily achievable' means easily accomplishable and able to be carried out without much difficulty or expense. In determining whether an action is readily achievable, factors to be considered include--

(A) the nature and cost of the action needed under this Act;

(B) the overall financial resources of the facility or facilities involved in the action; the number of persons employed at such facility; the effect on expenses and resources, or the impact otherwise of such action upon the operation of the facility;

(C) the overall financial resources of the covered entity; the overall size of the business of a covered entity with respect to the number of its employees; the number, type, and location of its facilities; and

(D) the type of operation or operations of the covered entity, including the composition, structure, and functions of the workforce of such entity; the geographic separateness, administrative or fiscal relationship of the facility or facilities in question to the covered entity.

IV. Inventory of Architectural Barriers

#	ELEMENT	BARRIER	2001- CBC	CBC Requirement	ADAAG	ADAAG Requirement	Photo	RECOMMENDATION
PARKING								
A1	Parking Pavement Striping and Symbols	Striping Worn Away Painted striping is almost entirely worn away and not visible.	1101B.3	<i>A public accommodation shall maintain in operable working condition those features of facilities and equipment that are required to be accessible to and usable by persons with disabilities.</i>	- - - - -	Not directly addressed	169	<i>Re-stripe the parking spaces</i>
A2	Parking Signage Enforcement sign	Signage is Missing Tow-Away signage is not posted as required	1129B.5	<i>Tow-Away signage must be installed at each entrance to the lot or visible from each parking space. Sign must be min. 17" x 22", with min. 1" tall letters, and state: "Accessible spaces not displaying distinguishing placards or license plates issued for persons with disabilities may be towed away at owner's expense. Towed vehicles may be reclaimed at _____ or by telephoning _____" Blank spaces are to be filled in with appropriate information as a permanent part of the sign.</i>	Not Addressed	Not addressed	181 182	<i>Install tow-away signage at each entrance to the parking lot or at a location clearly visible from each accessible parking space.</i>
A3	Signage Parking space sign	Van Sign is Missing Signage that identifies the space to the left of the access aisle as van-accessible is not posted	1129B.5	Van spaces must have an additional sign that states "Van Accessible".	4.6.4	Spaces complying with Van spaces shall have an additional sign "Van-Accessible" mounted below the symbol of accessibility	180	Install the required parking space signage
A4	Slope of Parking Space and Aisle (grade)	Parking Slopes Excessively The grade of the parking spaces and access aisle ranges from a slope of 2.6% to 4.6%,	1129B.4(3) and (4)	The entire parking space and access aisle may contain slopes no steeper than 2% in any direction.	4.6.3	Parking spaces and access aisles shall be level, with surface slopes not exceeding 1:50 (2%) in all directions	178 179	No Action Recommended
A5	Slope of Access Aisle (Ramp encroachment)	Curb Ramp is too Steep and Projects into Access Aisle A "built-up" curb ramp that slopes 10.1% projects 6- ft. into the access aisle	1129B.4(3)	The entire parking space and access aisle may contain slopes no steeper than 2% in any direction.	4.6.3	Parking spaces and access aisles must be level with surface slopes not exceeding 1:50 (2%) in all directions	176 177	Replace the "built-up" curb ramp with one that is integral with the raised sidewalk. (See DWG -01B)

#	ELEMENT	BARRIER	2001- CBC	CBC Requirement	ADAAG	ADAAG Requirement	Photo	RECOMMENDATION
B2	Route From Sidewalk	No Handrails Provided The slope in the direction of travel ranges from 6.3% to 8.0% over a 46-ft long distance, and no handrails are provided.	1133B.7.3 1133B.5.5.1	Five percent gradient. When the slope in the direction of travel of any walk exceeds 1 unit vertical to 20 units horizontal (5% gradient), it shall comply with the provisions of Section 1133B.5 Handrails are required on both sides of each ramp	4.8.1 4.8.5	Any part of an accessible route with a slope greater than 1:20 shall be considered a ramp and shall comply with 4.8 Handrails are required on both sides of a ramp that rises more than 6-in. or projects horizontally more than 72-in.	213	See DWG-01B
ENTRANCES								
C1	Exterior Door Landing	Landing Slopes too Steeply The slope of the exterior door landing ranges from 7.7% to 9.3%	1133B.2.4.2	Minimum maneuvering clearances at doors shall be as shown in Figure 11B-26A and 11B-26B. The floor or ground area within the required clearances shall be level and clear. The level area shall have a length in the direction of door swing of at least 60 inches (1524 mm) and the length opposite the direction of door swing of 48 inches (1219 mm) as measured at right angles to the plane of the door in its closed position.	4.13.6	Minimum maneuvering clearances at doors that are not automatic or power-assisted shall be as shown in Fig. 25 . The floor or ground area within the required clearances shall be level and clear.	215 216	Rebuild walkway so that the portion containing the door landing does slope more than 2% See DWG-01B
C2	Exterior Door Pressure	Door Pressure is too High 10-lbs. of force is needed to open the door between the exterior and the airlock vestibule	1133B.2.5	Maximum effort to operate doors may not exceed 5-pounds) for exterior and interior doors, When fire doors are required, the maximum effort to operate the door may be increased to the minimum allowable by the appropriate administrative authority, not to exceed 15 pounds.	- - - - -	Not Addressed by ADAAG	NP	Adjust the door pressure to not exceed 8-1/2 lbs. (5-lb if alterations were performed since November 1, 2002)
C3	Interior Door Pressure	Door Pressure is too High 15-lbs. of force is needed to open the door between the airlock vestibule and the interior of the restaurant.	1133B.2.5	Maximum effort to operate doors may not exceed 5-pounds) for exterior and interior doors,	4.13.11	Maximum effort to operate interior doors may not exceed 5-pounds.	NP	Adjust door closer to require no more than 5 lbs. of pressure to open

#	ELEMENT	BARRIER	2001- CBC	CBC Requirement	ADAAG	ADAAG Requirement	Photo	RECOMMENDATION
WOMENS RESTROOM								
D1	Signage	No Tactile Signage Displayed Raised character and Braille signage is not provided.	1117B.5.7	Where permanent identification is provided for rooms and spaces, raised letters shall be provided and shall be accompanied by Braille	4.30.4	Raised letters and numerals shall be accompanied with Grade 2 Braille.	185	Install required signage
D2	Signage	No Symbol of Access is Displayed The International Symbol of Access is not displayed	1117B.5.8.1	The International Symbol of Accessibility (ISA) shall be the standard used to identify facilities that are accessible to and usable by physically disabled persons.	4.30.7 <u>Fig. 43 (a)(b)</u>	Facilities and elements required to be identified as accessible by <u>4.1</u> shall use the international symbol of accessibility.	185	Install required signage
D3	Entry Door Pressure	Entry Door Pressure is too High 13.5 lbs. of force is needed to open the door between the airlock vestibule and the interior of the restaurant.	1133B.2.5	Maximum effort to operate doors may not exceed 5-pounds) for exterior and interior doors,	4.13.11	Maximum effort to operate interior doors may not exceed 5-pounds.	NP	Adjust door closer to require no more than 5 lbs. of pressure to open
D4	Entry Door Strike-Edge Pull-side Interior	Maneuvering Space Deficient Door landing extends only 12-1/2" beyond the edge of the door before toilet stall obstructs it.	1133B.2.4.	On the side toward which an interior door swings, 18" of clear space is required beyond the strike-edge (latch side) of the door	4.13.6	On the side toward which an interior door swings, 18" of clear space is required beyond the strike-edge (latch side) of the door	188 189	Move the door laterally; away from toilet stall and toward the lavatory counter a distance of 5-1/2 inches. Note: There is 7-1/2 inch of space between the doorframe in its existing location and the outer edge of the counter.
D5	Accessible Toilet Stall - Width	Toilet Stall is Too Narrow The accessible toilet stall is only 57-1/4" wide measured at the back wall and 58-1/2" wide at the end of the stall with the door.	- - - - -	Total width of the stall is not addressed by CBC	4.17.3 and figure 30(a)	Toilet stall must be minimum 60-inch wide.	NP	Widen the accessible toilet stall by simply moving the modular partition between it and the adjacent non-accessible stall.
D6	Toilet Stall Door	Toilet Stall Door Hardware Pull handles are not provided.	1115B.7.1.4	The inside and outside of the compartment door shall be equipped with a loop or U-shaped handle.	N/A	Not addressed.	187	Attach loop pull-hardware

#	ELEMENT	BARRIER	2001- CBC	CBC Requirement	ADAAG	ADAAG Requirement	Photo	RECOMMENDATION
MENS RESTROOM								
E1	Signage	No Tactile Signage Displayed Raised character and Braille signage is not provided.	1117B.5.7	Where permanent identification is provided for rooms and spaces, raised letters shall be provided and shall be accompanied by Braille	4.30.4	Raised letters and numerals shall be accompanied with Grade 2 Braille.	192	Install required signage
E2	Signage	Symbol of Access The International Symbol of Access is not displayed	1117B.5.8.1	The International Symbol of Accessibility (ISA) shall be the standard used to identify facilities that are accessible to and usable by physically disabled persons.	4.30.7 <u>Fig. 43 (a)(b)</u>	Facilities and elements required to be identified as accessible by <u>4.1</u> shall use the international symbol of accessibility.	192	Install required signage
E3	Entry Door Pressure	Entry Door Pressure is too High 13.5 lbs. of force is needed to open the door between the airlock vestibule and the interior of the restaurant.	1133B.2.5	Maximum effort to operate doors may not exceed 5-pounds) for exterior and interior doors,	4.13.11	Maximum effort to operate interior doors may not exceed 5-pounds.	NP	Adjust door closer to require no more than 5 lbs. of pressure to open
E4	Entry Door Landing Depth Pull Side	Door Landing Too Shallow Depth of landing is 51-in. deep before it is obstructed by the end-wall of the lavatory cabinet	1133B.2.4.2	<i>The level area must have a length in the direction of door swing of at least 60 inches as measured at right angles to the plane of the door in its closed position.</i>	4.13.6	<ul style="list-style-type: none"> • 60-in. pull-side forward approach • 60-in. pull-side hinge approach if strike-edge is less than 36-in. • 54-in. pull-side hinge approach if strike-edge is min. than 42-in. • 54-in. pull-side latch approach if door has a closer • 48-in. pull-side latch approach if door does not have latch and closer 	194 195 See DWG-03A	Replace the countertop sink with a wall-hung lavatory.

#	ELEMENT	BARRIER	2001- CBC	CBC Requirement	ADAAG	ADAAG Requirement	Photo	RECOMMENDATION
E5	Accessible Toilet Stall - Length	Toilet Stall is too Short The side-entered stall, that has floor-mounted toilet and a door that swings into the compartment, is only 86-in. long. a) The stall yields only 56-in. of clear space in front of the toilet. b) The distance from the wall that is behind the toilet to the edge of the door opening is only 45-in. long	1115B.7.1.3	a) A minimum 60" long clear space shall be provided in a compartment with the door located at the side.	4.17.3 Fig. 30 (a.1)	b) The distance from the back wall to the edge of the door opening must be minimum 59-in. long, when the toilet is floor-mounted and the door swings into the stall.	NP See DWG-03A	Reverse the door swing so that it opens outward. This would fully meet the barrier-removal requirements under the ADA, and substantially meet the standards of CA building code.
E6	Toilet Stall Door	Toilet Stall Door Hardware Pull handles are not provided and the door swings open when it is not latched.	1115B.7.1.4	The inside and outside of the compartment door shall be equipped with a loop or U-shaped handle and the door shall be self-closing.	N/A	Not addressed.	197 198	Attach loop pull-hardware
E7	Toilet Location	Toilet is too close to the Side-wall The centerline of the toilet is 16-3/8 inch from the adjacent near wall.	1115B.7.1.3	18" minimum/maximum	Fig. 28	18" minimum/maximum	NP See DWG-03A	No action recommended.
E8	Dispensers	Soap is Too High The operable part of the dispenser is 48-in. above the floor.	1115B.9.2	Towel, sanitary napkins, waste receptacles. Where towel, sanitary napkins, waste receptacles, and other similar dispensing and disposal fixtures are provided, at least one of each type shall be located with all operable parts, including coin slots, within 40" AFF.	4.27.3 4.2.5 & 6	Dispenser complies with ADAAG	200	Lower the soap dispenser 8-inches.

V. Summary Of Findings

◆ **Parking:**

Required signage is not posted
Pavement striping is worn away and not visible
Parking spaces and access aisle slope excessively
Curb ramp is too steep and it encroaches into the access aisle, which is prohibited

◆ **Exterior Routes: (See Drawing 01A):**

Route from parking has steep cross-slopes
Route from public sidewalk is a ramp that does not provide required handrails

◆ **Building Entrances: (See Drawing 01A):**

Exterior door landing slopes as much as 4 times the maximum allowable
Exterior door to the air-lock entry door requires excessive force to open
Interior door from the air-lock entry door requires excessive force to open

◆ **Women's Restroom (See Drawing 02A):**

Required signage is not posted
Force needed to open the entry door is twice the maximum allowable
Maneuvering space adjacent to the door is approximately 6-inch narrower than the minimum required.
Accessible toilet stall is 3-inch narrower than the minimum required
Door to the accessible stall lacks required pull-hardware

◆ **Men's Restroom (See Drawing 03A):**

Required signage is not posted
Force needed to open the entry door is almost three times the maximum allowable
Door landing on the interior side is 9-inch shorter than required because it is obstructed by a cabinet
Accessible toilet stall is too short and its use is further hindered by the fact that the door to the stall swings inward
Toilet is installed 1-1/2" closer to the near sidewall than is allowed.
Door to the accessible stall lacks required pull-hardware and does not self-close
Soap dispenser is installed too high.

VI. Recommendations

Parking:

- Install required signage is not posted
- Restripe
- Replace the “built-up” curb ramp with one that is integral to the raised walkway

Exterior Routes: (See Drawing 01A):

- Rebuild the upper portion of the concrete flatwork so that it slopes no steeper than 2%

Building Entrances: (See Drawing 01A):

- Rebuild the upper portion of the concrete flatwork (which includes the door landing) so that it slopes no steeper than 2%
- At both entry doors, adjust the closers to the required pressure, or install power door openers.

Women’s Restroom (See Drawing 02A):

- Install required signage
- Adjust door closer to require no more than 5-lb. pressure to open
- Create minimum 18-inch clearance on the strike-side of the door by moving the door approximately 6-inch toward the lavatory counter.
- Widen the accessible toilet stall by moving the modular partition approximately 3-inch.
- Install required pull-hardware on both sides of the door to the accessible toilet stall.

Men’s Restroom (See Drawing 03A):

- Install required signage
- Adjust door closer to require no more than 5-lb. pressure to open
- Replace sink cabinet with a wall-hung fixture
- On the accessible stall, reverse the door swing so that it opens outward and self-closes, and install required door-pull hardware
- Lower the soap dispenser to 40-inch height.

VII. List of Attachments

- PHOTOGRAPHS per Part IV: Inventory of Barriers
- DRAWING-01A Existing Exterior Routes and Entrance
- DRAWING -01B Recommendations - Exterior Routes and Entrance
- DRAWING -02A Existing – Women’s Restroom
- DRAWING -02B Recommendations - Women’s Restroom
- DRAWING -03A Existing – Men’s Restroom
- DRAWING -03B Recommendations - Men’s Restroom